

**AGREEMENT
BETWEEN THE COUNTY OF LAKE
AND THE VILLAGE OF ROUND LAKE
FOR A HIGHWAY IMPROVEMENT PROJECT ALONG
CEDAR LAKE ROAD (COUNTY HIGHWAY 28) INCLUDING THE CONSTRUCTION
OF A MULTI-USE PATH, WATERMAIN AND SANITARY SEWER WORK,
STREAM BANK STABILIZATION, AND GRANTING OF A TEMPORARY
EASEMENT**

THIS AGREEMENT is entered into this ____ day of _____, A.D. 20__, by and between the COUNTY OF LAKE, Illinois, an Illinois body politic and corporate, acting by and through its Chair and County Board, hereinafter referred to as the COUNTY, and the VILLAGE of ROUND LAKE, an Illinois Municipal Corporation, acting by and through its Mayor and Board of Trustees, hereinafter referred to as the VILLAGE. The COUNTY and the VILLAGE are hereinafter referred to collectively as “parties” to THIS AGREEMENT, and either one is referred to individually as a “party” to THIS AGREEMENT.

WITNESSETH

WHEREAS, the COUNTY, in order to facilitate the free flow of traffic and ensure the safety of the motoring public, is desirous of making certain permanent roadway and non-motorized facility improvements along Cedar Lake Road (County Highway 28) from Illinois Route 120 to Nippersink Road (hereinafter IMPROVEMENT). Said IMPROVEMENT shall include, but not be limited to, the reconstruction and widening of Cedar Lake Road, curb and gutter, storm drainage improvements, construction of an eight (8) foot wide multi-use path, watermain and sanitary sewer work and stream bank stabilization. The IMPROVEMENT shall be referred to as County Section 08-00065-02-RS. As of this writing the current letting date for the IMPROVEMENT is April 18, 2017; and,

WHEREAS, the IMPROVEMENT is located within the VILLAGE’s corporate limits and the COUNTY has maintenance and jurisdictional authority over Cedar Lake Road; and,

WHEREAS, said IMPROVEMENT shall be constructed in substantial conformance with the design engineering plans and specifications prepared for the COUNTY by Crawford, Murphy and Tilly, Inc. (hereinafter PLANS), which by reference herein, hereby become a part hereof. As of this writing, the current PLANS are those dated November 9, 2016 (Pre-Final version); and,

WHEREAS, the VILLAGE is desirous that the COUNTY include the construction of an eight (8) foot wide multi-use path, inclusive of the construction of concrete ramps and/or sidewalk with detectable warnings at the intersections of Sweet Clover Road, Wildspring Road, Forest Avenue and Park Avenue at Cedar Lake Road, (hereinafter MULTI-USE PATH) as a municipal facility, within the VILLAGE corporate limits and within a portion of the Cedar Lake Road right-of-way, as part of the IMPROVEMENT for which the VILLAGE shall reimburse the COUNTY as stipulated hereafter; and,

WHEREAS, upon completion of the IMPROVEMENT said MULTI-USE PATH shall be owned and maintained by the VILLAGE at its sole expense in perpetuity with no reimbursement from the COUNTY; and,

WHEREAS, the VILLAGE owns and maintains certain potable water facilities and sanitary sewer facilities within the project limits in conflict with the proposed IMPROVEMENT, including watermain, hydrants, valves, vaults, sanitary sewer main, services, manholes and other miscellaneous appurtenances (hereinafter WATERMAIN and SANITARY SEWER), for which abandonment, adjustment, and/or relocation is necessary in order to accommodate the construction of the IMPROVEMENT; and,

WHEREAS, the VILLAGE is desirous that the COUNTY should appropriately abandon portions of existing un-used VILLAGE-owned WATERMAIN and SANITARY SEWER, adjust portions of existing VILLAGE-owned WATERMAIN and SANITARY SEWER structures and appurtenances, and relocate portions of existing VILLAGE-owned WATERMAIN (collectively hereinafter WATERMAIN and SANITARY SEWER WORK) as part of the IMPROVEMENT, in accordance with the PLANS, for which the VILLAGE shall reimburse the COUNTY as stipulated hereafter; and,

WHEREAS, the VILLAGE is desirous to restore an area of severe erosion along the Squaw Creek stream bank located on VILLAGE-owned property. Said stream bank stabilization work shall include regrading of banks, rock toe placement and planting of native vegetation (hereinafter STREAM BANK STABILIZATION); and,

WHEREAS, the VILLAGE is desirous that the COUNTY incorporate said STREAM BANK STABILIZATION into the design engineering plans and specifications for the IMPROVEMENT and cause said STEAM BANK STABILIZATION to be constructed as part of the IMPROVEMENT, for which the VILLAGE shall reimburse the COUNTY as stipulated hereafter; and,

WHEREAS, it has been determined by engineering studies that, in order to construct said STREAM BANK STABILIZATION as part of the IMPROVEMENT, the COUNTY requires a temporary easement on VILLAGE-owned property adjacent to the east side of Cedar Lake Road where Squaw Creek passes in an easterly direction (hereinafter TEMPORARY EASEMENT); and,

WHEREAS, the VILLAGE shall grant said TEMPORARY EASEMENT for the STREAM BANK STABILIZATION to the COUNTY with no reimbursement from the COUNTY; and,

WHEREAS, a general depiction of the IMPROVEMENT is as indicated in EXHIBIT A to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

WHEREAS, the Plat of Highways and legal description showing the TEMPORARY EASEMENT (hereinafter PLAT) are included as EXHIBIT B to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

WHEREAS, the estimated total cost to the VILLAGE for its share of the MULTI-USE PATH, WATERMAIN and SANITARY SEWER WORK and STREAM BANK STABILIZATION constructed as part of the IMPROVEMENT is as indicated in EXHIBIT C to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof; and,

WHEREAS, said IMPROVEMENT as heretofore described will be of immediate benefit to the residents of the COUNTY and of the VILLAGE and will be permanent in nature; and,

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and Section 10 of Article VII of the Illinois Constitution, allows and encourages intergovernmental cooperation; and,

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, made pursuant to all applicable statutes, local ordinances and authority, the COUNTY and the VILLAGE do hereby enter into the following:

SECTION I.

Recitals/Headings

1. It is mutually agreed by and between the parties hereto that the foregoing preambles are hereby incorporated herein as though fully set forth.

2. It is mutually agreed by and between the parties hereto that the “headings” as contained in THIS AGREEMENT are for reference only and the actual written provisions, paragraphs and words of THIS AGREEMENT shall control.

SECTION II.

The Design and Construction of the IMPROVEMENT, VILLAGE Reimbursement to the COUNTY and Maintenance of the VILLAGE Facilities

1. The COUNTY agrees to prepare, or cause to be prepared, the necessary surveys, design engineering plans and specifications and contract letting documents for the IMPROVEMENT in accordance with Lake County Division of Transportation (LCDOT) policies and standards, with reimbursement from the VILLAGE as hereinafter stipulated.

As of this writing, the current PLANS are the Pre-final set of plans and specifications prepared by Crawford, Murphy and Tilly, Inc., with a submission date of November 9, 2016. Said PLANS, by reference herein, hereby become a part hereof.

The VILLAGE shall have the opportunity to review and approve the PLANS with respect to the MULTI-USE PATH, WATERMAIN and SANITARY SEWER WORK and STREAM BANK STABILIZATION. Said review and approval of the PLANS by the VILLAGE shall not be unnecessarily withheld.

2. It is mutually agreed by and between the parties hereto that the COUNTY shall process the construction of the IMPROVEMENT to be let and awarded by LCDOT. As of this writing, the anticipated letting date for the IMPROVEMENT is April 18, 2017. (The letting date is subject to change, without notice to the VILLAGE, and is dependent upon project readiness and the availability of project funding.)
3. The COUNTY agrees to cause the IMPROVEMENT to be constructed and to perform, or cause to be performed, the Construction Engineering Supervision for the IMPROVEMENT in accordance with LCDOT procedures and requirements, with reimbursement from the VILLAGE as hereinafter stipulated.
4. The COUNTY agrees to the cause the IMPROVEMENT described in THIS AGREEMENT to be constructed and to perform, or cause to be performed, the obligations of THIS AGREEMENT in accordance with commercially reasonable standards and in a reasonably timely manner.
5. The COUNTY agrees to prepare, or cause to be prepared, all necessary documents for any

rights-of-way or easements, either permanent or temporary, that may be necessary to construct the IMPROVEMENT, the MULTI-USE PATH, WATERMAIN and SANITARY SEWER WORK and the STREAM BANK STABILIZATION, inclusive of any appraisals, plats, deeds and legal descriptions that may be necessary to acquire those rights-of-way or easements, either permanent or temporary, with reimbursement from the VILLAGE as hereinafter stipulated.

6. The COUNTY's published report, POLICY ON INFRASTRUCTURE GUIDELINES FOR NON-MOTORIZED TRAVEL INVESTMENTS, as may be amended (hereinafter NON-MOTORIZED POLICY), sets forth a standardized cost-sharing arrangement between the COUNTY and municipalities for new MULTI-USE PATHS within County Highway rights-of-way.

The VILLAGE agrees that the sharing of costs for the installation of the MULTI-USE PATH shall be in accordance with the NON-MOTORIZED POLICY; namely, the COUNTY shall pay for the engineering and construction of the MULTI-USE PATH, with reimbursement by the VILLAGE in an amount equal to twenty percent (20%) of the Engineering and Construction costs for the MULTI-USE PATH, as provided in EXHIBIT C.

7. The VILLAGE agrees to assist with facilitating said WATERMAIN and SANITARY SEWER WORK with local village residents including providing notice of any temporary water and/or sewer service interruptions.
8. The VILLAGE shall be responsible for one hundred percent (100%) of the costs for the WATERMAIN and SANITARY SEWER WORK [i.e. one hundred percent (100%) of the total cost of Construction, one hundred percent (100%) of Design Engineering costs and one hundred percent (100%) of Construction Engineering Supervision costs related to the WATERMAIN and SANITARY SEWER WORK].
9. The VILLAGE shall be responsible for one hundred percent (100%) of the costs for the STREAM BANK STABILIZATION [i.e. one hundred percent (100%) of the total cost of Construction, one hundred percent (100%) of Design Engineering costs and one hundred percent (100%) of Construction Engineering Supervision costs related to the STREAM BANK STABILIZATION].
10. The COUNTY shall require the successful bidder to name the VILLAGE as an additional insured on any liability coverage required pursuant to such contracts with respect to any contract work performed on VILLAGE property or facilities, and require the successful bidder to indemnify and hold harmless the VILLAGE.

11. The COUNTY agrees to construct the MULTI-USE PATH, WATERMAIN and SANITARY SEWER WORK and STREAM BANK STABILIZATION in accordance with the PLANS, with reimbursement from the VILLAGE as hereinafter specified. The total cost to the VILLAGE under THIS AGREEMENT for the construction of said MULTI-USE PATH, WATERMAIN and SANITARY SEWER WORK and STREAM BANK STABILIZATION as part of the IMPROVEMENT is estimated to be \$503,235, inclusive of Design Engineering costs and Construction Engineering Supervision costs, and as indicated in EXHIBIT C to THIS AGREEMENT.

The VILLAGE further agrees that upon award of the construction contract, the VILLAGE will pay to the COUNTY within thirty (30) days of the receipt of an invoice from the COUNTY, in a lump sum amount based on awarded contract unit prices for the MULTI-USE PATH, WATERMAIN and SANITARY SEWER WORK and STREAM BANK STABILIZATION, an amount equal to ninety-five percent (95%) of its obligation for the MULTI-USE PATH, WATERMAIN and SANITARY SEWER WORK and STREAM BANK STABILIZATION. At such time, it is estimated that the VILLAGE shall owe to the COUNTY an amount equal to \$478,073.

The VILLAGE further agrees to pay the remaining five percent (5%) of its obligation for the MULTI-USE PATH, WATERMAIN and SANITARY SEWER WORK and STREAM BANK STABILIZATION upon completion of the IMPROVEMENT, in a lump sum amount within thirty (30) days of the receipt of an invoice from the COUNTY. Final obligation shall be based on the final costs and final contract quantities at contract unit prices for actual work performed for the MULTI-USE PATH, WATERMAIN and SANITARY SEWER WORK and STREAM BANK STABILIZATION. At such time, it is estimated that the VILLAGE shall owe to the COUNTY an amount equal to \$25,162.

12. It is mutually agreed that upon completion of the IMPROVEMENT and upon notice from the COUNTY, the MULTI-USE PATH within the County highway right-of-way of Cedar Lake Road will be owned and maintained, or cause to be maintained by the VILLAGE in perpetuity without reimbursement by the COUNTY, including making future changes or revisions to the MULTI-USE PATH as needed because of operations of the LCDOT. The COUNTY will not have any obligation to maintain said MULTI-USE PATH as depicted on EXHIBIT A to THIS AGREEMENT.
13. It is mutually agreed by and between the parties hereto that the Village must submit to the COUNTY, for the COUNTY's approval, an executed form, MUNICIPAL UTILITY/FACILITY ACCEPTANCE ON A COUNTY HIGHWAY (hereinafter MUNICIPAL ACCEPTANCE FORM) by March 1, 2017 for the WATERMAIN and

SANITARY SEWER WORK and the MULTI-USE PATH, the approval of which shall not be unnecessarily withheld by the COUNTY.

14. It is mutually agreed by and between the parties hereto that, absent an emergency situation, the VILLAGE agrees that the operation and maintenance of the MULTI-USE PATH, WATERMAIN and SANITARY SEWER shall be in accordance with the MUNICIPAL ACCEPTANCE FORM and that the VILLAGE shall perform its maintenance on the MULTI-USE PATH, WATERMAIN and SANITARY SEWER within the County highway right-of-way during non-peak traffic times, namely on weekdays, between 9:00 am and 3:00 pm.
15. It is mutually agreed by and between the parties hereto that, following substantial completion of the IMPROVEMENT, the COUNTY shall continue maintenance and jurisdictional responsibility over Cedar Lake Road and the VILLAGE shall continue ownership and maintenance responsibility of its WATERMAIN and SANITARY SEWER.

SECTION III.

Granting of TEMPORARY EASEMENT

1. The COUNTY agrees to prepare, or cause to be prepared, at its sole expense, all necessary documents for the granting of the TEMPORARY EASEMENT.
2. The VILLAGE agrees to grant to the COUNTY, for the purpose of constructing said STREAM BANK STABILIZATION, a TEMPORARY EASEMENT, pursuant to the PLAT, with no reimbursement from the COUNTY.
3. Provided it is consistent with the provisions, paragraphs and words of THIS AGREEMENT, the VILLAGE agrees to execute and return to the COUNTY's County Engineer (hereinafter COUNTY ENGINEER) the necessary land acquisition and/or conveyance documents for said TEMPORARY EASEMENT within ten (10) working days of the receipt of said documents, subject to review and written approval of the Village's attorneys.
4. The VILLAGE agrees to grant the TEMPORARY EASEMENT to the COUNTY. The term of the TEMPORARY EASEMENT shall commence upon the start of construction of the IMPROVEMENT and end on the earlier of (i) that date that is three (3) years after the start of construction of the IMPROVEMENT and (ii) the end of construction of the IMPROVEMENT.

SECTION IV.
General Provisions

1. It is mutually agreed by and between the parties hereto that nothing contained in THIS AGREEMENT is intended or shall be construed as, in any manner or form, creating or establishing a relationship of co-partners between the parties hereto, or as constituting the VILLAGE (including its elected officials, duly appointed officials, employees and agents), the agent, representative or employee of the COUNTY for any purpose or in any manner, whatsoever. The VILLAGE is to be and shall remain independent of the COUNTY with respect to all services performed under THIS AGREEMENT.
2. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall not be construed, in any manner or form, to limit the power or authority of the COUNTY or the COUNTY ENGINEER to maintain, operate, improve, construct, reconstruct, repair, manage, widen or expand COUNTY Highways as may be best determined, as provided by law.
3. It is mutually agreed by and between the parties hereto that each party warrants and represents to the other party and agrees that: (1) THIS AGREEMENT is executed by duly authorized agents or officers of such party and that all such agents and officers have executed the same in accordance with the lawful authority vested in them, pursuant to all applicable and substantive requirements; (2) THIS AGREEMENT is binding and valid and will be specifically enforceable against each party; and (3) THIS AGREEMENT does not violate any presently existing provision of law nor any applicable order, writ, injunction or decree of any court or government department, commission, board, bureau, agency or instrumentality applicable to such party.
4. The COUNTY agrees to indemnify, defend and hold harmless the VILLAGE, its elected officials and its duly appointed officials, agents, employees and representatives from and against any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgments and demands (collectively referred to hereinafter as "claims") arising from and relating to the design and construction of the IMPROVEMENT as heretofore described.
5. It is mutually agreed by and between the parties hereto that THIS AGREEMENT shall be deemed to take effect on March 1, 2017, provided the duly authorized agents of the parties hereto duly execute THIS AGREEMENT by affixing their signatures prior to March 1, 2017. In the event the date that the last authorized agent of the parties hereto affixes his/her signature to THIS AGREEMENT is subsequent to March 1, 2017, the effective date of THIS AGREEMENT shall then be the first day of the month which follows the date that the last authorized agent of the parties hereto affixes his/her signature.

6. It is mutually agreed by and between the parties hereto that THIS AGREEMENT and any subsequent Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois in all respects, including matters of construction, validity, and performance. It is further agreed that THIS AGREEMENT shall be enforceable in any court of competent jurisdiction by each of the parties hereto by any appropriate action at law or in equity, including any action to secure the performance of the representations, promises, covenants, agreements and obligations contained herein.
7. It is mutually agreed by and between the parties hereto that the provisions of THIS AGREEMENT are severable. If any provision, paragraph, section, subdivision, clause, phrase or word of THIS AGREEMENT is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, the illegality of such provision shall not affect the remaining portions of THIS AGREEMENT.
8. It is mutually agreed by and between the parties hereto that the agreement of the parties hereto is contained herein and that THIS AGREEMENT supersedes all oral agreements and negotiations between the parties hereto relating to the subject matter hereof.
9. It is mutually agreed by and between the parties hereto that any alterations, amendments, deletions or waivers of any provision of THIS AGREEMENT shall be valid only when expressed in writing and duly executed by the parties hereto.
10. THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. No party hereto may assign, transfer, sell, grant, convey, deed, cede or otherwise give over, in any manner or form, any of its duties, obligations and/or responsibilities as heretofore set forth in THIS AGREEMENT without first obtaining the expressed written consent and permission of the other party, except as provided for in THIS AGREEMENT.
11. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.

12. THIS AGREEMENT shall be considered null and void in the event that the construction contracts covering the improvements contemplated herein are not awarded by January 1, 2022.

ATTEST:

Village Clerk

VILLAGE OF ROUND LAKE

By: _____
Mayor

Date: _____

RECOMMENDED FOR EXECUTION

Paula J. Trigg, P.E.
Director of Transportation / County Engineer
Lake County

ATTEST:

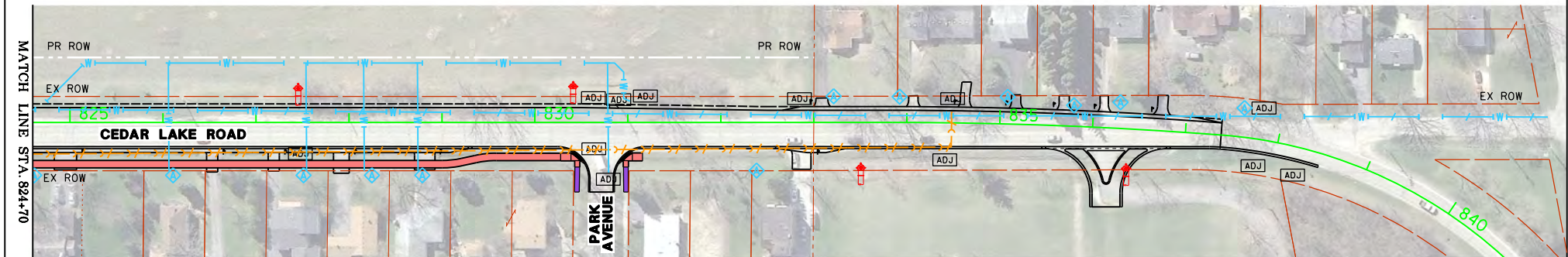
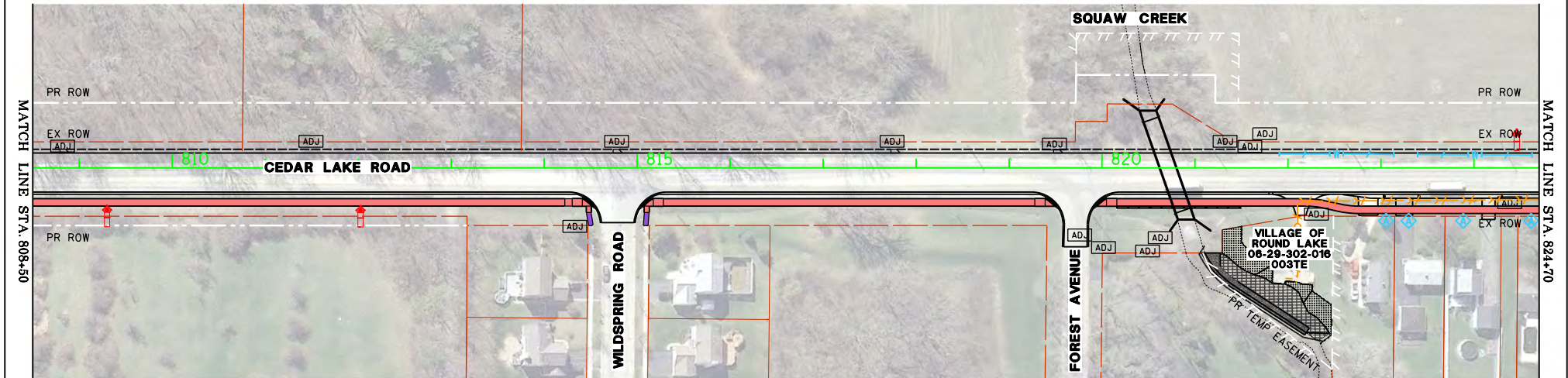
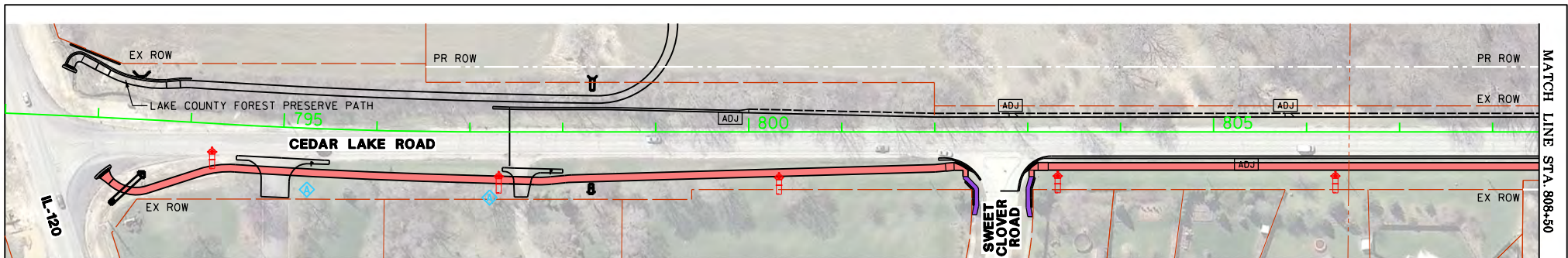
County Clerk

COUNTY OF LAKE

By: _____
Chairman
Lake County Board

Date: _____

EXHIBIT A
General Depiction of the IMPROVEMENT
County Section 08-00065-02-RS



LEGEND

	FUNDING		OWNERSHIP/MAINT.	
	LCDOT	VILLAGE	LCDOT	VILLAGE
PR VILLAGE MULTI-USE PATH (8-FT)	80%	20%	0%	100%
PR VILLAGE SIDEWALK	80%	20%	0%	100%
SAN SEW & WMAIN STRUCTURE ADJUSTMENT/RECONSTRUCT	100%	0%	0%	100%

ITEMS WITH 100% VILLAGE FUNDING, OWNERSHIP, & MAINTENANCE

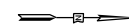
- WATER MAIN RELOCATION
- BUFFALO BOX ADJUSTMENTS
- FILL ABANDONED WATER MAIN
- FIRE HYDRANT RELOCATE/REPLACE
- FILL ABANDONED 8-INCH SANITARY FORCE MAIN
- STREAMBANK STABILIZATION



**CEDAR LAKE ROAD
(IL-120 TO NIPPERSINK ROAD)**

**VILLAGE OF ROUND LAKE
COST SHARING EXHIBIT**

SCALE: 1" = 160'

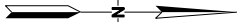


ROUTE	SECTION	SECTION NUMBER	SHEET	TOTAL
CH28	065	08-00065-02-RS	12	17

EXHIBIT A

EXHIBIT B
PLAT OF HIGHWAYS
County Section 08-00065-02-RS
**Includes the legal description for
the TEMPORARY EASEMENT**

PLAT OF HIGHWAYS
THROUGH PORTIONS OF SECTIONS 29 & 32, TOWNSHIP
45 NORTH, RANGE 10 EAST OF THE 3rd PRINCIPAL MERIDIAN
LAKE COUNTY, ILLINOIS.



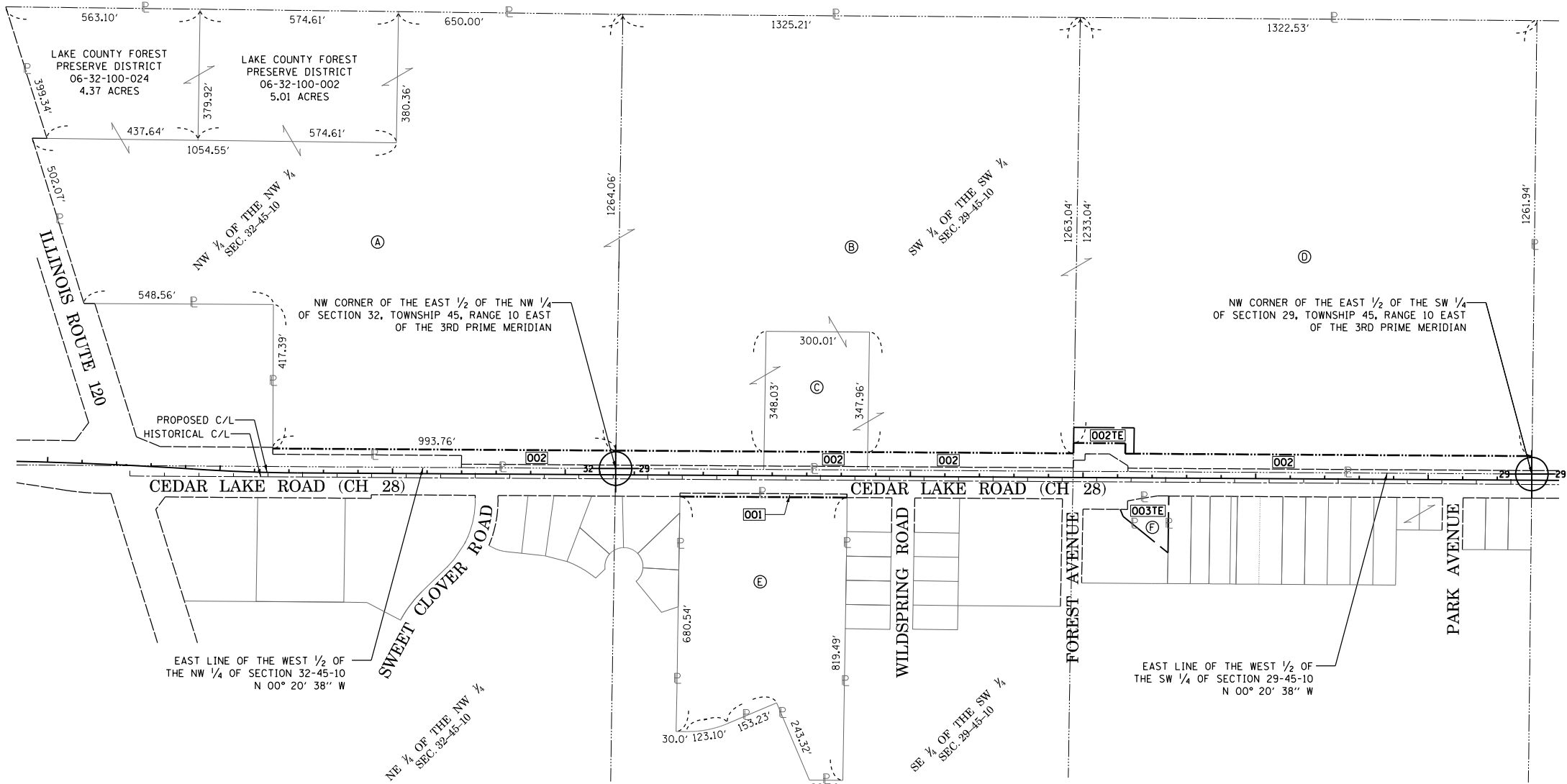
LEGEND

SECTION CORNER
QUARTER SECTION CORNER

SECTION LINE
QUARTER SECTION LINE
PLATTED LOT LINES
PROPERTY (DEED) LINE
APPL
APPL
CENTERLINE
EXISTING RIGHT OF WAY LINE
PROPOSED RIGHT OF WAY LINE
PROPOSED TEMPORARY EASEMENT
MEASURED DIMENSION
COMPUTED DIMENSION
RECORDED DIMENSION

129.32'
(129.32' (COMP)
(129.32')

NOTE
BASIS OF BEARING IS THE STATE PLANE
COORDINATE SYSTEM (NAD 83) ILLINOIS EAST ZONE.



PARCEL OWNER INFORMATION

- (A) LAKE COUNTY FOREST PRESERVE DISTRICT
PIN: 06-32-100-042
1899 WEST WINCHESTER ROAD
LIBERTYVILLE, IL 60048
- (B) LAKE COUNTY FOREST PRESERVE DISTRICT
PIN: 06-29-300-003
1899 WEST WINCHESTER ROAD
LIBERTYVILLE, IL 60048
- (C) LAKE COUNTY FOREST PRESERVE DISTRICT
PIN: 06-29-300-005
1899 WEST WINCHESTER ROAD
LIBERTYVILLE, IL 60048
- (D) LAKE COUNTY FOREST PRESERVE DISTRICT
PIN: 06-29-300-001
1899 WEST WINCHESTER ROAD
LIBERTYVILLE, IL 60048
- (E) QUATTROVIENTOS INC
PIN: 06-29-300-017
685 NORTH CEDAR LAKE ROAD
ROUND LAKE, IL 60073
- (F) VILLAGE OF ROUND LAKE
PIN: 06-29-302-016
442 NORTH CEDAR LAKE ROAD
ROUND LAKE, IL 60073

PARCEL NUMBER	OWNER	TOTAL HOLDINGS ACRES	PART TAKEN ACRES	PREVIOUSLY DEDICATED ACRES	REMAINDER AREA ACRES	EASEMENT AREA		EASEMENT PURPOSE	PERMANENT INDEX NUMBER	PROPERTY ACQUIRED BY
						ACRES	SQUARE FEET			
001	QUATTROVIENTOS INC	7.861±	0.111±	0.000±	7.750±	N/A	N/A	N/A	06-29-300-017	
002 002TE	LAKE COUNTY FOREST PRESERVE DISTRICT	113.444±	3.865±	0.675±	109.579±	N/A N/A 0.198± N/A	N/A N/A 8,625 N/A	N/A N/A CONSTRUCTION N/A	06-32-100-042 06-29-300-003 06-29-300-005 06-29-300-001	
003TE	VILLAGE OF ROUND LAKE	0.357±	0.000	0.042±	0.315±	0.315±	13,738	DRAINAGE	06-29-302-016	

STATE OF ILLINOIS)
) S.S.
COUNTY OF LAKE)

I, COREY E. WORTH, A PROFESSIONAL ILLINOIS
LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED
THE PUBLIC HIGHWAY AS SHOWN ON THE PLAT HEREON DRAWN.

DATED THIS ____ DAY OF _____, A.D. 20__ .

COREY E. WORTH
CRAWFORD, MURPHY & TILLY, INC.
ILLINOIS LAND SURVEYOR NO. 035-3440
LICENSE EXPIRATION DATE: 11/30/2016

STATE OF ILLINOIS)
) S.S.
COUNTY OF LAKE)

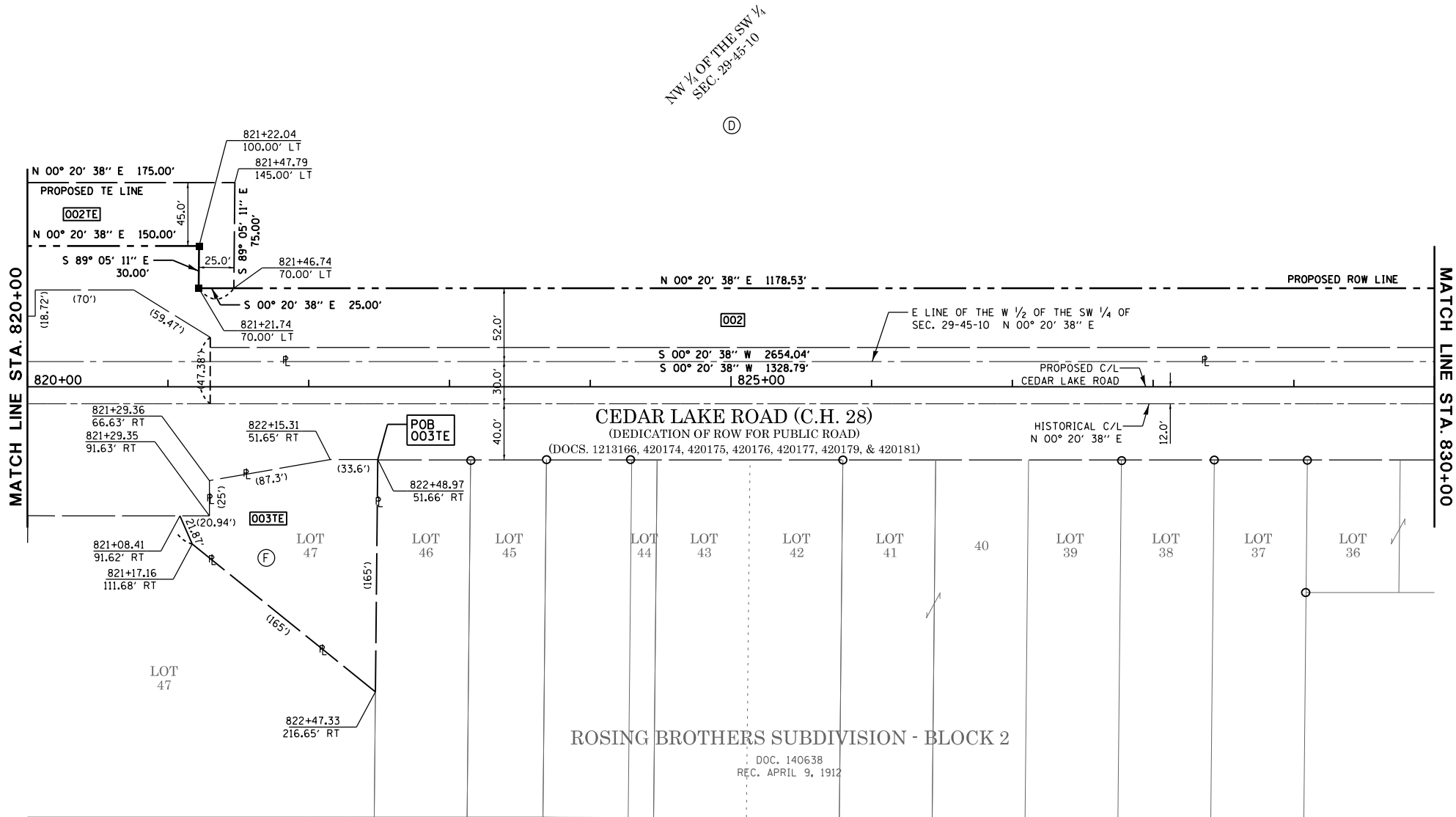
I, PAULA J. TRIGG, COUNTY ENGINEER OF THE COUNTY AFORESAID,
DO HEREBY CERTIFY THAT THE PLAT HEREON IS A TRUE AND CORRECT
REPRESENTATION OF THE SURVEY MADE UNDER MY DIRECTION OF
PART OF COUNTY HIGHWAY ____ IN SAID COUNTY.

DATED THIS ____ DAY OF _____, A.D. 20__ .

COUNTY HIGHWAY NO. 28
CEDAR LAKE ROAD

SECTION: 08-00065-02-RS
PROJECT: CEDAR LAKE ROAD RECONSTRUCTION
STATION: 788+07.22 TO 838+50.00
SCALE: 1" = 200'
DRAWN BY: JPZ
COMP. FILE: shf-poh_cedarlake.dgn
REVISIONS:
SHEET NO. 1 OF 6

LAKE COUNTY DIVISION OF TRANSPORTATION
600 WEST WINCHESTER ROAD
LIBERTYVILLE, ILLINOIS 60048-1381



PARCEL OWNER INFORMATION

- ① LAKE COUNTY FOREST PRESERVE DISTRICT
PIN: 06-32-100-042
1899 WEST WINCHESTER ROAD
LIBERTYVILLE, IL 60048
- ② LAKE COUNTY FOREST PRESERVE DISTRICT
PIN: 06-29-300-003
1899 WEST WINCHESTER ROAD
LIBERTYVILLE, IL 60048

- ③ LAKE COUNTY FOREST PRESERVE DISTRICT
PIN: 06-29-300-005
1899 WEST WINCHESTER ROAD
LIBERTYVILLE, IL 60048
- ④ LAKE COUNTY FOREST PRESERVE DISTRICT
PIN: 06-29-300-001
1899 WEST WINCHESTER ROAD
LIBERTYVILLE, IL 60048

- ⑤ QUATTROVIENTOS INC
PIN: 06-29-300-017
685 NORTH CEDAR LAKE ROAD
ROUND LAKE, IL 60073
- ⑥ VILLAGE OF ROUND LAKE
PIN: 06-29-302-016
442 NORTH CEDAR LAKE ROAD
ROUND LAKE, IL 60073

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, PAULA J. TRIGG, COUNTY ENGINEER OF THE COUNTY AFORESAID,
DO HEREBY CERTIFY THAT THE PLAT HEREON IS A TRUE AND CORRECT
REPRESENTATION OF THE SURVEY MADE UNDER MY DIRECTION OF
PART OF COUNTY HIGHWAY _____ IN SAID COUNTY.

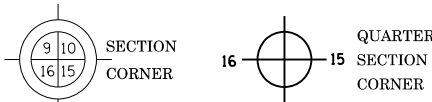
DATED THIS _____ DAY OF _____, A.D. 20____.

REVISION DATE:

REVISION

DRAWN BY: JPZ

LEGEND



- SECTION LINE
QUARTER SECTION LINE
QUARTER, QUARTER SECTION LINE
PLATTED LOT LINES
PROPERTY (DEED) LINE
APPARENT PROPERTY LINE
CENTERLINE
EXISTING RIGHT OF WAY LINE
PROPOSED RIGHT OF WAY LINE
PROPOSED EASEMENT
MEASURED DIMENSION
COMPUTED DIMENSION
RECORDED DIMENSION
EXISTING BUILDING

GRAPHIC SCALE
0 50
FEET
SCALE: 1" = 50'

Distances and Dimensions shown are from ground.

Bearings and Coordinates are referenced to the Illinois Coordinate System, NAD83, East Zone, as provided by the Illinois Department of Transportation.

- METAL PIPE OR ROD FOUND ⊕ "MAG" NAIL SET
+ CUT CROSS FOUND OR SET ● REBAR SET

- T1 THESE STAKES REFERENCE FOUND OR SET MONUMENTATION.
T2 SET STAKE FLUSH WITH GROUND IDENTIFIED BY COLORED PLASTIC CAP
T3 WITH INSCRIPTION DATA.
- BT1 THESE STAKES, IN CULTIVATED AREAS,
BT2 REFERENCE FOUND OR SET MONUMENTATION.
BT3 BURIED STAKE 20 INCHES BELOW GROUND IDENTIFIED BY COLORED
PLASTIC CAP WITH INSCRIPTION DATA.

- STAKING OF PROPOSED RIGHT OF WAY.
SET STAKE TO MONUMENT THE POSITION SHOWN. IDENTIFIED BY
COLOR PLASTIC CAP WITH INSCRIPTION DATA.

- M STAKING OF PROPOSED RIGHT OF WAY IN CULTIVATED AREAS.
BURIED STAKE 20 INCHES BELOW GROUND TO MARK FUTURE SURVEY
MARKER POSITION IDENTIFIED BY COLORED PLASTIC CAP WITH
INSCRIPTION DATA.

- ⊙ PERMANENT SURVEY MARKER, (TO BE SET BY OTHERS)
□ RIGHT OF WAY STAKING PROPOSED TO BE SET

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT WE, CRAWFORD, MURPHY & TILLY, INC.,
HAVE SURVEYED THE PLAT OF HIGHWAYS SHOWN HEREON IN SECTIONS 29 & 32,
TOWNSHIP 45 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN,
LAKE COUNTY, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN TO
THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE PLAT CORRECTLY
REPRESENTS SAID SURVEY, THAT ALL MONUMENTS FOUND AND ESTABLISHED
ARE OF PERMANENT QUALITY AND OCCUPY THE POSITIONS SHOWN THEREON
AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE
RETRACED.

DATED AT AURORA, ILLINOIS THIS _____ DAY OF _____ 20____ A.D.

COREY E. WORTHEL
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-3440
LICENSE EXPIRATION DATE: 11/30/2016

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT
ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

CRAWFORD, MURPHY & TILLY, INC.

550 N. COMMONS DR. STE 116
AURORA, IL 60504
TELEPHONE: (630)820-1022

PLAT OF HIGHWAYS

LAKE COUNTY
DIVISION OF TRANSPORTATION
COUNTY HIGHWAY NO. 28

SECTION: 08-00065-02-RS SCALE: 1"=50'
PROJECT: CEDAR LAKE ROAD (IL120-NIPPERSINK)
STATION 820+00 TO STATION 830+00
File:/sh1-plat-cedarlake-04.DGN SHEET 5 OF 6

LAKE COUNTY DIVISION OF TRANSPORTATION
600 WEST WINCHESTER ROAD
LIBERTYVILLE, ILLINOIS 60048

Owner	Village of Round Lake
Address	442 North Cedar Lake Road Round Lake, IL 60073
Route	County Highway 28
County	Lake
Job No.	Cedar Lake Road Reconstruction (IL 120 to Nippersink Rd)
Parcel No.	003TE
P.I.N. No.	06-29-302-016
Section	08-00065-02-RS
Station	821+08.41, 91.62' RT to
Station	822+48.97, 51.66' RT
Contract No.	
Catalog No.	

LEGAL DESCRIPTION

Part of the East Half of the Southwest Quarter of Section 29, Township 45 North, Range 10 East of the Third Principal Meridian, lying in Lake County, State of Illinois more particularly described as follows.

Beginning at a point in the Northwest Corner of Lot 47 in Block 2 of Rosing Brother's Subdivision, (said point being in the present East right of way line of Cedar Lake Road, as widened); thence South along the present East right of way line of Cedar Lake Road, being 10.0 feet East of and parallel with the West line of said Lot 47, 33.6 feet; thence South 09 degrees 53 minutes 58 seconds East, 87.3 feet; thence East, 25 feet; thence South, 20.94 feet; thence North 66 degrees 35 minutes East, 21.9 feet; thence North Easterly in a straight line to a point in the North line of said Lot 47, 165.0 feet East of the Point of Beginning; thence West along the said North line of Lot 47, 165.0 feet to the Point of Beginning.

Said parcel contains +/- 13,378 Square Feet or +/- 0.315 Square Acres, all lying in Lake County, State of Illinois.

EXHIBIT C
Estimate of Costs Split Between the VILLAGE and LCDOT
Cedar Lake Road Improvements
County Section #: 08-00065-02-RS

Total Construction cost from Pre-Final Estimate \$6,664,949

Construction Costs	LCDOT	VILLAGE	Total
ROADWAY IMPROVEMENT	\$6,110,836	\$0	\$6,110,836
MULTI-USE PATH along Cedar Lake Road (80/20 split)	\$85,940	\$21,485	\$107,425
STREAM BANK STABILIZATION	\$0	\$64,360	\$64,360
WATERMAIN & HYDRANTS: RELOCATIONS/REMOVALS/FILLING OF ABANDONED WATERMAIN	\$0	\$313,295	\$313,295
WATERMAIN STRUCTURE RIM ADJUSTMENTS*	\$13,900	\$0	\$13,900
SANITARY FILLING OF ABANDONED LINE	\$0	\$20,333	\$20,333
SANITARY STRUCTURE ADJUSTMENTS*	\$34,800	\$0	\$34,800
Total Construction Costs	\$6,245,475	\$419,473	\$6,664,949

Construction Engineering (10% of Construction Cost)	\$624,548	\$41,947	\$666,495
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ROW/Easements Costs	LCDOT	VILLAGE	Total
IMPROVEMENT	\$152,100	\$0	\$152,100
Total Estimated ROW/Easements Costs	\$152,100	\$0	\$152,100

Design Engineering Costs (includes plats/legal, negotiations and appraisals)	LCDOT	VILLAGE	Total
ROADWAY IMPROVEMENT	\$533,775	\$0	\$533,775
MULTI-USE PATH along Cedar Lake Road (80/20 split of 7% of Construction Cost)	\$6,016	\$1,504	\$7,520
STREAM BANK STABILIZATION	\$0	\$16,956	\$16,956
WATERMAIN & HYDRANTS: RELOCATIONS/REMOVALS/FILLING OF ABANDONED WATERMAIN (7% of Construction Cost)	\$0	\$21,931	\$21,931
WATERMAIN STRUCTURE RIM ADJUSTMENTS (7% of Construction Cost)*	\$973	\$0	\$973
SANITARY FILLING OF ABANDONED LINE (7% of Construction Cost)	\$0	\$1,423	\$1,423
SANITARY STRUCTURE ADJUSTMENTS (7% of Construction Cost)*	\$2,436	\$0	\$2,436
Total Design Engineering Costs	\$543,200	\$41,814	\$585,014
TOTAL COST	\$7,565,323	\$503,235	\$8,068,558

Costs are in 2016 dollars

Construction cost includes 5% contingency

ROW/easement costs are based on either settled amounts or appraisals plus a contingency

* denotes routine costs typically covered by LCDOT on projects

Exhibit C
Sheet 17 of 17